राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शुक्रवार, 17 जुलाई, 2020 / 26 आषाढ़, 1942

हिमाचल प्रदेश सरकार

जल शक्ति विभाग

परिशिष्ट

शिमला–2, 07 जुलाई, 2020

संख्याःआई0पी0एच0–बी (एफ)10–3 / 2019.––इस विभाग की समसंख्यक अधिसूचना दिनांक 08 जून, 2020 तथा दिनांक 29 जून 2020 द्वारा अधिसूचित हिमाचल प्रदेश के ग्रामीण क्षेत्रों में संपोषणीय प्रबंधन हेतु निर्माणाधीन एवं प्रस्तावित सभी पेयजल, सिंचाई, जल संचयन, जल संरक्षण और जल प्रबंधन योजनाओं में

विभिन्न कार्यकारी विभागों में परस्पर समन्वयीकरण एवं नई योजना **"पर्वत धारा"** के लिए बनाई गई राज्य स्तरीय कमेटी में सचिव (वित्त), हिमाचल प्रदेश सरकार व प्रमुख अभियंता (जल शक्ति विभाग) को सदस्य के रूप में नामित किया जाता है।

आदेश द्वारा,
हस्ताक्षरित / –
सचिव (जल शक्ति)।

————————

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla, the 21*th September,* 2019

No.Shram(A)6-6/2019(Awards Shimla).—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the Presiding Officer, Labour Court Shimla on the website of the Department of Labour & Employment Government of Himachal Pradesh.—

Sl. No.	Reference/ Application	Title	Section
1.	Ref.161/2018	Kamal Dev Sharma *V/s* Hotel Merigold sarovar Portico, Mashobra, District Shimla & Anr.	10
2.	Ref.113/2016	Om Parkash *V/s* The Secretary, Bhojia Dental College and Hospital, Village Budh, Baddi, District Solan.	10
3.	Ref.74/2019	Amit Kumar *V/s* M/s Patel Engineering Limited, Shongtong Kinnour,	10
4.	Ref.72/2019	Vijay Kumar *V/s* M/s Patel Engineering Limited, Shongtong Kinnour,	10
5.	Ref.69/2019	Inder Kumar *V/s* M/s Patel Engineering Limited, Shongtong Kinnour,	10
6.	Ref.49/2019	Bishal Tomang *V/s* The General Manager cum-HOP, HPPCL, Shongtong Karcham Hydro Electric Project, Reckong Peo, Kinnour.	10
7.	Ref.48/2019	Pradeep Kumar *V/s* The General Manager cum-HOP, HPTCL, Shongtong Karcham Hydro Electric Project, Reckong Peo, Kinnour.	10
8.	Ref.102/2016	Balkar Singh *V/s* M/s Lime Chemical Limited, Sirmour.	10
9.	Ref.12/2012	Gabriel Employees Union *V/s* M/s Federal Mogul Beraing India Limited, Parwanoo, District Solan & Anr.	10
10.	Ref.123/2016	Jiu Devi *V/s* Sai Urja Hydel Project (P) Ltd. New Shimla, Distt Shimla, H.P.	10
11.	Ref.16/2018	Liaq Ram *V/s* The Divisional Forest Division Renuka, Distt Sirmour, H.P.	10
12.	Ref.96/2016	Preet Pal *V/s* Dr. Y.S.Parmar University, Nauni, Solan, H.P.& Anr.	10

13.	Ref.84/2014	Rajesh Kumar & Ors *V/s* M/S Ind Swift Limited, Kasauli, Distt Solan, H.P.	10

By order,

NISHA SINGH, IAS
Addl. Chief Secretary (Lab. & Emp.).

03.07.2019.
Present: Sh. Khusi Ram Verma, Advocate with petitioner.
Sh. Prateek Kumar, Advocate vice Sh. Rahul Mahajan Advocate for respondent.

The petitioner who has put in appearance today submits that he does not intend to prosecute the lis any further. In this behalf a separate statement of the petitioner has been recorded and placed on record. As a sequel thereto the reference is ordered to be dismissed as not pressed. Ordered accordingly. Be consigned to records after completion. Let a copy of this order be sent to the appropriate government for publication in official gazette.

Announced
03.07.2019.

Sd/-
Presiding Judge,
Labour Court, Shimla.

IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference No. 113 of 2016.

Instituted on 4.11.2016.

Decided on 4.7.2019.

Om Parkash s/o Sh. Maru Ram, Village Plankwala, P.O. Barotiwala, Tehsil Baddi, Distt. Solan, H.P. . .*Petitioner.*

Bhojia Dental College & Hospital, V.P.O. Bhud, Tehsil Baddi, Distt. Solan, H.P.
. .*Respondent.*

Reference under section 10 of the Industrial Disputes Act

For petitioner : Shri A. K Sharma, AR.

For respondent : Shri J. J. Lal, AR.

AWARD

The following reference was received for adjudication from the appropriate government:

"Whether termination of the services of Shri Om Parkash s/o Sh. Maru Ram, Village-Plnkhwala, P.O. Barotiwala, Tehsil Baddi, Distt. Solan, H.P., employed as O.P.D. Assistant, *w.e.f.* **11.09.2014, by the Secretary, Bhojia Dental College and Hospital, V.P.O. Bhud, Tehsil Baddi, Distt. Solan, H.P.-173205, without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, to what relief of reinstatement, amount of back wages, seniority, past service benefits, compensation and other service benefits the above aggrieved workman is entitled to from the above employer/management?"**

2. In the short statement of claim filed by the petitioner, it is averred that he was employed with the respondent as an OPD assistant *w.e.f.* 20.3.2000. His last pay drawn was Rs. 9918/-. He had completed more than 240 continuously before his illegal termination. His services came to an abrupt end on 11.4.2014 and that too without complying with the provisions of section 25-F of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). Neither any notice nor any compensation had been paid to him.

3. He had raised a demand notice on 2.1.2015 and hence the present reference. Since, the respondent has failed to abide by the provisions of section 25-F of the Act, the petitioner is entitled to be reinstated retrospectively with all consequential benefits including back-wages.

4. While controverting the allegations so made, the respondents have *inter-alia* raised preliminary objections *qua* maintainability and estoppel. It is averred by the respondent that the reference is not maintainable as the case of the petitioner specifically falls under the provisions of section 2-oo of the Act. He is further estopped from raising the claim as the petitioner has received all his terminal benefits including gratuity. The cessation of work in respect of the petitioner was by way of a penalty, in view of the departmental disciplinary proceedings relating to moral turpitude.

5. On merits, the respondent contend that the petitioner was initially appointed as an OPD attendant *w.e.f.* 1.4.2000 owing to a major penalty imposed upon him on account of his gross misconduct relating to moral turpitude and breach of good conduct expected from him especially towards women co-employees. The relieving of the petitioner was on account of the departmental disciplinary proceedings, which is covered under section 2-oo of the Act and as such no notice was required to be issued to the petitioner. However, the petitioner had been paid full and final payment of his terminal benefits as per his entitlement, including payment of gratuity etc. The rest of the averments made in the statement of claim were denied. The respondent thus prays for the dismissal of the reference.

6. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondent and further reiterated those in the statement of claim. It is further averred that no fair and proper enquiry had ever been conducted to prove the charges alleged against the petitioner.

7. I notice that on 22.9.2017, the following issues came to be framed by my Learned Predecessor:

1. Whether the termination of the services of the petitioner *w.e.f.* 11.9.2014 by the respondent without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified as alleged? . .*OPP.*

2. If Issue No. 1 is proved in affirmative, to what relief of service benefits the petitioner is entitled? . .*OPR.*

3. Whether the petition is not maintainable as alleged? . .*OPR.*

4. Relief :

8. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1 Yes.

Issue No. 2 Entitled to reinstatement in service with seniority and continuity but without any back-wages.

Issue No. 3 No.

Relief: Reference is answered partly in favour of the petitioner and against the respondents per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 to 3 :

9. All these issues being correlated and intermingled are being taken up together for decision.

10. Though, the specific defence propounded by the respondent is that the petitioner was never terminated and the cessation of work was by way of a penalty passed in view of departmental disciplinary proceedings, attributing moral turpitude and breach of good conduct to the petitioner and as such the present reference was not maintainable in view of the provisions of section 2-oo of the Act.

11. In this behalf it is the case of the respondent that the petitioner was relieved from his duties on 11.9.2014 on account of gross-misconduct wherein allegations of moral turpitude and breach of good conduct had been attributed to the petitioner. Consequently, *vide* Ex. RW-1/E, the petitioner came to be terminated.

12. From the affidavit of Mr. Vikram Bhojia, RW-1, which has been tendered in evidene what can be gathered is that some woman employee had alleged some vulgar activities to the petitioner intending to outrage her modesty. The said allegations were made by way of a written complaint to the Superintendent of Police, Baddi, who in turn had marked it to the Mahila Police Station, Baddi. The petitioner, the hospital supervisor and the secretary of the respondent college had been summoned to the Police Station for investigation. The petitioner has confessed his guilt to the SHO Mahila Police Station, Baddi in the presence of all. He had begged for a lenient view being taken and also sought pardon for his unbecoming conduct. In fact the petitioner had agreed to tender his voluntary resignation before the Police itself.

13. No doubt, the petitioner while appearing as PW-1 has denied that he ever sexually harassed his co-worker. He has also denied that she had filed any complaint in Baddi Police Station regarding molestation and he had confessed before the Police. He has admitted receiving a cheque of Rs. 3212/- and Rs. 76,472/- in lieu of salary and full & final payment of gratuity.

14. It further comes to the fore that admittedly no enquiry was conducted by the respondent against the petitioner and the same has been categorically admitted by RW-1/ He has

also admitted that no FIR had been registered against the petitioner. Though, he admits that a complaint against the petitioner had been made by a female co-worker before the Police, where the petitioner had agreed to resign. Unfortunately, the written complaint filed by female co-worker has not seen the light of day. It has not been placed on record. Even RW-2 has stated in his cross-examination that he does not have the copy of the complaint. Per him too, the work and conduct of the petitioner was good, but, the action had been initiated against the petitioner because of the complaint filed by a lady employee.

15. The record further reveals that though a show cause notice had been issued to the petitioner vide Ex. RW-1/C and he had even filed reply *vide* Ex. RW-1/D which eventually culminated in the passing of the termination order on 11.9.2014 *vide* Ex. RW-1/E, the fact of the matter however remain that no enquiry had been conducted by the respondent.

16. No doubt the allegations were grave and were required to be taken with all seriousness, but the petitioner could not have been condemned un-heard. The cardinal principles of natural justice required that some enquiry should have been initiated and since the respondent intended to terminate the services of the petitioner, which undoubtedly is a major penalty, an enquiry should have been initiated. If not a proper disciplinary enquiry, seeing to the nature of allegations a simple enquiry by an internal complaint committee which is required to be mandatorily established under the Sexual harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013 was the simplest way to have seen the back of the petitioner. An enquiry therein would have been less cumbersome and easy to conclude. However, neither of the aforesaid provisions were pressed into service.

17. Merely on the basis of a show cause notice the services of the petitioner were dispensed with which is against the basic principles of natural justice. More so, the proposed punishment was nothing else but dismissal. The other easier option available to the respondent, which has also come to the fore in the evidence, is that they should have sought his resignation as the petitioner is suggested to have agreed before the Police. Unfortunately, said was also not resorted to by the respondents. Had the petitioner refused to resign the only course available was a disciplinary enquiry.

18. Since, the punishment was imposed by the respondent without conducting any sought of enquiry worth the name it cannot be said that the termination of the services of the petitioner is purely based on a punishment, by way of disciplinary action. It thus does not fall within the domain of section 2-oo of the Act. The order of termination is ex-facie stigmatic, thus services could not have been terminated in punitive manner without complying with the principles of natural justice. The termination of the petitioner thus amounts to 'retrenchment". In this behalf support can ably be drawn from the judgment of the Hon'ble Supreme Court titled as **Devinder Singh** Vs **Municipal Council, Sanaur, 2011 LLR 785**.

19. Even otherwise, the perusal of appointment letter dated 20.3.2000 Ex. PW-1/B, shows that after the completion of probation the petitioner would have been governed by service rules, leave rules, rules for discipline and conduct as may be adopted by the management. Nothing has been produced on record to show that as per the discipline and conduct rules the petitioner could have been terminated without any enquiry and that too for a misconduct which entails dismissal. The imposition of penalty of dismissal dehors a regular enquiry undoubtedly militates not only against the cardinal principles of natural justice but also the discipline and conduct rules adopted by the management and the provisions of the Act. The action of the respondent thus is held to be voilative on all the scores.

20. However, seeing to the gravamen of the allegations so made against the petitioner, which relates to sexual harassment the respondent would undoubtedly be free to proceed

against the petitioner departmentally or under the provisions of the Sexual harassment of Women at Work Place **(**Prevention, Prohibition and Redressal) Act, 2013, if so advised.

21. The termination of the petitioner is held to be bad in the eyes of law, and is consequently set aside and quashed. The petitioner is ordered to be reinstated on the same place and post. The petitioner however shall not be entitled to any back-wages, more so keeping in view the allegations attributed to the petitioner. The petitioner shall however be entitled to seniority and continuity. All these issues are decided accordingly.

Relief :

For the foregoing reasons discussed hereinabove supra, the reference is partly allowed. The termination of the petitioner *w.e.f.* 11.9.2014 is quashed and set aside and the respondent is directed to re-instate the petitioner on the same place and post forth-with. The petitioner shall be entitled to seniority and continuity, however, without any back-wages. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records**.**

Announced in the open Court today this 4th day of July, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla.*

———

Amit Kumar

V/s

M/s Patel Engineering Ltd.

05.07.2019.
Present: None for petitioner.
Sh. Naresh Sharma, Ld. Csl for respondent.

The petitioner was present in person on 09.05.2019. The matter was listed for filing of statement of claim on 15.06.2019. Neither claim has been filed nor the petitioner was present. None the less, time was afforded to the petitioner to file claim by today. None is present, nor the claim has been filed. It seems that the petitioner is not interested to prosecute the lis any further. The reference is thus dismissed as not having been pressed at this stage. Ordered accordingly. Be consigned to records after completion. Let a copy of this order be sent to appropriate government for publication in the official gazette.

Announced
05.07.2019

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Vijay Kumar

V/s

M/s Patel Engineering Ltd.

10.07.2019
Present: None for petitioner.
Sh. Naresh Sharma, Ld. Csl. for respondent.

Notices issued to the petitioner have been received back after services. As per the tracking report of the postal department the notices stands delivered. The petitioner thus has been duly served for today. However, none has put in appearance on behalf of the petitioner. It thus seems that the Industrial Dispute under reference is no longer in existence and the petitioner is not interested to prosecute the lis any further. The reference is thus dismissed as not having been pressed, at this stage. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette.

Announced
10.07.2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Sh. Inder Kumar

V/s

M/s Patel Engineering Ltd.

10.07.2019
Present: None for petitioner.
Sh. Naresh Sharma, Ld. Csl. for respondent.

Notices issued to the petitioner have been received back after services. As per the tracking report of the postal department the notices stands delivered. The petitioner thus has been duly served for today. However, none has put in appearance on behalf of the petitioner. It thus seems that the Industrial Dispute under reference is no longer in existence and the petitioner is not interested to prosecute the lis any further. The reference is thus dismissed as not having been pressed, at this stage. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette.

Announced
10.07.2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Sh. Bishal Tomang

V/s

The General Manager-HOP, HPPCL Reckong peo and Ors.

22.07.2019

Present: None for petitioner.
Sh. Naresh Sharma, Ld. Csl. for respondent.

Notices issued to the petitioner have been received back after services. As per the tracking report of the postal department the notices stand delivered. The petitioner thus has been duly served for today. However, none has put in appearance on behalf of the petitioner. It thus seems that the Industrial Dispute under reference is no longer in existence and the petitioner is not interested to prosecute the lis any further. The reference is thus dismissed as not having been pressed, at this stage. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette.

Announced
22.07.2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Sh. Pradeep Kumar

V/s

The General Manager-HOP, HPPCL Reckong peo and Ors.

01.08.2019

Present: None for petitioner.
Sh. Naresh Sharma, Ld. Csl. for respondent.

Notices issued to the petitioner have been received back after services. As per the tracking report of the postal department the notices stand delivered. The petitioner thus has been duly served for today. However, none has put in appearance on behalf of the petitioner. It thus seems that the Industrial Dispute under reference is no longer in existence and the petitioner is not interested to prosecute the lis any further. The reference is thus dismissed as not having been pressed, at this stage. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette.

Announced
22.07.2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

04.07.2019
Present: Sh. Raj Negi, Advocate with petitioner.
Sh. Prateek Kumar, Advocate with Sh. Liaq Ram, Factory Manager.

The parties are present in person. With the able assistance of the Ld. Csl. for both the side, the matter has been amicably settled. The respondent has agreed to pay a lum-sum amount of Rs. 2,00,000/- (Two Lac only) as full and final settlement of the claim. The petitioner is also not averse to the said preposition. A separate statement of petitioner and Sh. Liaq Ram (Factory Manager) has been recorded and placed on record. As a sequel thereto the reference is disposed off as having become infractuous, in view of the compromise entered *inter-se* the parties.

The respondent shall pay an amount of Rs. 2,00,000/- within a month from today. The representative of the respondent company shall pay the same to the petitioner within a period of one month, failing which it shall carry interest @9% till the date of realization thereof. Disposed off in the aforesaid terms. Let, a copy of this order be sent to appropriate government for publication in the official gazette. File, after completion be consigned to records.

Announced
04.07.2019

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**

Reference No. 12 of 2012.

Instituted on 13.3.2012.

Decided on 1.7.2019.

Gabriel Employees Union, Parwanoo, District Solan, H.P. through its President/General Secretary. . .*Petitioner.*

1. M/s Federal Mogul Bearing India Ltd., Plot No. 5, Sector-2, Parwanoo, district Solan, H.P., through its Factory Manager.

2. M/s Asia Security Services, SCO No.88, Sector-35-C, Chandigarh UT, through its proprietor Shri Inder Jeet Singh Lally. . .*Respondents.*

Reference under section 10 of the Industrial Disputes Act

For petitioner : Shri R. K. Khidtta, Advocate.
For respondent No.1 : Shri Rahul Mahajan, Advocate.
For respondent No. 2 : Ex-parte.

AWARD

The following reference was received for adjudication from the appropriate government:

"Whether miscellaneous demands of the President and General Secreaty, Gabrial Employees Union, Regn. No. 258 (INTUC), Parwanoo, District Solan, H.P. as per demand notices dated 30.12.2007 to be fulfilled by the Employer/management through the Factory Manager, M/s Federal Mogul Bearings India Ltd. Plot No. 5, Sector-2, Parwanoo, Distt. Solan, H.P.-173220 (Principal Employer), and ii) Now late Shri A.S. Lalit, M.s Asia Security Service, SCO No.88, Sector-35-C, Chandigarh, U.T. (Contractor), are legal, justified and maintainable, if yes, what amount of monetary benefits, other facilities, service benefits and compensation the workers of above establishment, are entitled to from the above Employer/Management?"

2. In accordant to the reference, it is the pleaded case of the union that the workers working with the respondent company had formed a union known as Gabriel Employees Union. It is a registered union having elected Shri Dwarka Nath as its President, who has been duly authorized to present the claim petition.

3. It is the case of the case of the union that the Safaikaramcharis and security workers had came to be initially engaged by the Gabriel India Ltd. presently M/s Federal Mogul Bearing India Ltd. It is clear from the ESI cards issued by the competent authority, annexed along-with the claim.

4. It is further the case of the union that after some time its workers were reflected to have been engaged through respondent No. 2, that too with the avowed objective of frustrating the rights of the workers. The workers are in fact the employees of the respondent No. 1.

5. The respondents had entered into a long term settlement with the workers for the period 1.1.2003 to 31.12.2007. The general demands used to be settled by the respondent No. 1. Even, on 30.12.2007, the workers of the union had approached the respondents for settlement of their demands but the same could not be resolved and hence the demand notice.

6. The demands so raised by the workers are genuine and the same deserves to be allowed. Even otherwise due to the heavy inflation, the salary of the workers deserves to be increased.

7. It is further pleaded by the union that the non-settlement of the demands by the respondents, tantamounts to "unfair labour practice" and the demands so raised on 30.12.2007 deserves to be allowed.

8. It is thus prayed that the claim filed by the union be allowed and the respondents may be directed to pay all benefits to the workers as per the demand notice dated 30.12.2007 and heavy costs be imposed upon the respondents for non-settlement of the said demands.

9. While contesting the claim, only the respondent No. 1 has filed reply. The respondent No. 2, however chose not to contest the proceedings and came to be proceeded ex-parte *vide* an order dated 2.6.2016.

10. The respondent No. 1 has *inter-alia* raised preliminary objections *vis-a-vis* maintainability, concealment of material facts and cause of action. It is also the contention of the replying respondent that the claim is not maintainable as there exists no relationship of an employee and an employer between the petitioner union and replying respondent. Per the respondent No. 1, the workers had been engaged through the respondent No. 2 contractor in terms of the agreements dated 5.4.1991, 25.12.2003 and 5.10.2007. The respondent No. 2 had a valid licence under the Contract Labour (Regulation & Abolition) Act, 1970 and the H.P. Contract

Labour (Regulation & Abolition) Rules 1974. The respondent No. 2 used to deploy workmen as per the terms of the agreement entered interse the parties. The workers thus were the employees of the respondent No. 2.

11. It is also submitted by the replying respondent that after 8.9.2009, the agreement had not been renewed between the two respondents. The first two contracts dated 5.4.1999 and 25.12.2003 had been entered between respondent No. 2 and Gabriel India Ltd. and thereupon a fresh agreement was entered between the respondent No. 2 and Anand Engine Components Ltd. In the year 2008, Federal Mogul Bearing India Ltd. having vested control of Anand Engine Components, entered into a fresh contract with the respondent No. 2 for providing contract labour. However, eventually on 7.9.2009, the respondent No. 1, had communicated to the respondent No. 2 not to deploy contract labour after 8.9.2009. Thereafter, the contract with the respondent No. 2 was never extended. The respondent No. 2 was responsible for complying all statutory norms under the Labour Law and as such the claim petition against replying respondent is neither competent nor maintainable. It is also the contention of the respondent No. 1 that all statutory compliances were made by the respondent No. 2 contractor, the wages were also being paid by him and as such the claim is devoid of any merits *vis-a-vis* replying respondent.

12. On merits too, the respondent No. 1 has espoused the same. Per them at no point of time the workers employed by the respondent No. 2 were the employees of replying respondent. The contract labour was engaged through the agency of the respondent No. 2 for providing security service, housekeeping, courier service, peon and pantry service etc. The Employees State Insurance, Employees Provident Fund and the wages were all being paid by the contractor. It is also denied that the replying respondent used to enter into a settlement with the workers employed through the contractor. Settlement, if any, has been arrived between Asla Security Service Ltd. (respondent No. 2) and the union. It is denied that the replying respondent had ever indulged in unfair labour practice. Four workmen namely S/Shri Pritam Singh, Gurmale Singh, Balbir Singh and Kishan has entered into a settlement in respect of demand notice dated 10-11-2008 and submitted that no dispute survives with the respondent No. 2 contractor. Rest of the contentions made by the petitioner union are also denied.

13. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondent No. 1 and further reiterated those in the statement of claim.

14. I notice that on 5.7.2016, the following issues came to be framed by my Learned Predecessor:

1. Whether the miscellaneous demands raised by the petitioner union as per demand notice dated 30.12.2007 to be fulfilled by the respondents are legal and justified as alleged ? . .*OPP.*

2. If issue No.1 is proved in affirmative to what relief the petitioner union is entitled? . .*OPR.*

3. Whether claim petition is neither competent nor maintainable against respondent no.1 as alleged ? . .*OPR.*

4. Whether there exists no relationship of employer and employee between petitioner union and respondent No. 1 ? . .*OPR.*

5. Relief:

15. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1 : No.

Issue No. 2 : Rendered redundant.

Issue No. 3 : Yes.

Issue No. 4 : Yes.

Relief : Reference dismissed per operative part of award.

REASONS FOR FINDINGS

Issues No. 3 & 4 :

16. Both these issues being correlated and intermingled are being taken up together for decision. Moreover, it is a question germane to be decided before we come to the issue primarily referred to this Court *vis-a-vis* the validity of the miscellaneous demands raised by the petitioner union as per their demand notice dated 30.12.2007.

17. The primary question is whether the workers of the petitioner union are the workers of respondent No. 1 company who is the principal employer in the present case or are they the employees of respondent No. 2, M/s Asla Security Services, the Contractor through whom the present workers had been engaged by the respondent No. 1. Though, per the petitioners the safaikarmacharies and the security workers had been directly engaged by the Gabriel India Ltd., presently known by the name as style M/s Federal Mogul Bearings India Ltd. It is only after some time that the workers have been shown engaged through the respondent No. 2 (contractor).

18. Per contra, as per the respondent No.1 there exists no relationship of an employer and an employee between the said respondent and the workers, as they had been deputed by the respondent No. 2 contractor *i.e.* M/s Asla Security Services in terms of agreements dated 5.4.1991, 25.12.2003 and 5.10.2007. The respondent No. 2 contractor had a valid licence under the Contract Labour (Regulation & Abolition) Act, 1970 and H.P. Contract Labour (Regulation & Abolition) Rules 1974. The entire workforce relating to security, housekeeping and safaikaramcharies had been appointed in terms of the agreements so executed with respondent no.2 from time to time. The agreement was not renewed after 8.9.2009 and as such the services of the workers stand terminated as per the terms and conditions of the agreement.

19. It was the responsibility of the respondent No. 2, the contractor, to comply with all the provisions of the Labour Legislations. The said respondent was maintaining all the requisite registers and the records required to be maintained under the various Acts, Rules and Regulations and all the statutory compliances and remittances were being made by the respondent No. 2. Wages were also being paid by the said respondent. It is also denied by the respondent No. 1 that they used to enter into a settlement with the workers employed through the contractor.

20. The evidence led by the parties to substantiate their respective claims also, however reflects that the aforesaid workers had been appointed through the contractor. They had no direct relationship of an employer and an employee with the respondent No.1.

21. Though, the President of the Union Shri Dwarka Nath while appearing as PW-1 has reiterated in his affidavit Ex. PW-1/A that the safaikarmacharies and the security workers had been initially engaged by the respondent No. 1 company and thereafter they were shown to have been engaged through the contractor. He has also placed on record a copy of the ESI slip of one Balwant Rai as PW-1/E, to contend that the said worker was the employee of respondent No. 1 and also placed a settlement dated 29.9.2005, Ex. PW-1/F on record to substantiate his contention. However, in his cross-examination, he has feigned ignorance that these workers were initially the workers of Vikram Security Services and thereafter worked with Asla Security Services. He however admits that he has not annexed any appointment letter regarding any of the workers having been issued by Federal Mogul Bearings India Ltd. or Gabriel India Ltd. He also admits that the settlement Ex. PW-1/F was never signed by Gabriel India or Federal Mogul Bearings India Ltd.

22. Per contra, the respdonents have examined Mr. Balwinder Singh, Co-ordinator HR as RW-1. In his evidence by way of affidavit Ex. RW-1/A he has deposed that initially the company had entered into an agreement with M/s Vikram Service, Parwanoo on 25.3.1991 and Asla Security Service Ltd., had taken over the responsibility for providing the contract labour in the trade of security, housekeeping, pantry and peon-cum-courier etc. Gabriel India and Asla Security Service thereafter again entered into an agreement on 5.4.1991, it was further extended vide an agreement dated 5.7.2007. In May, 2008, when the Federal Mogul Bearings India Ltd. took controlling interest of Anand Engine Components Ltd., it terminated the agreement *vide* a letter dated 31.7.2008.

23. The respondent No. 2 used to deploy these workforce as per the terms and conditions of the said respondent and four workers namely Gurmail Singh, Pritam Singh, Balwant Rai and Krishna Bahadur had already entered into a settlement in respect of demand notice dated 10.11.2008 with the respondent No. 2. The respondent No. 2 used to make the payments of wages, used to contribute towards ESI and EPF. The said respondent had deployed supervisors with Federal Mogul Bearings India Ltd. to supervise the workforce. Their leaves used to be sanctioned by the Asla Security Service and even the disciplinary action was taken by them. The contract had been terminated *w.e.f.* 7.9.2009 and even *w.e.f.* 1.9.2009 to 7.9.2009, the Asla Security Service had raised a wage bill to the respondent No. 1 in respect of the workers. He has also placed on record the agreement letter dated 5.10.2007 Ex. RW-1/D, agreement dated 5.4.1991 Ex. RW-1/E, agreement dated 25.3.1991 Ex. RW-1/F, contract order of transport and housekeeping dated 25.12.2003 Ex. RW-1/G and memorandum of settlement between M/s Asla Security Service and the employees dated 10.11.2008 Ex. RW-1/J.

24. The conjoint reading of the entire oral and documentary evidence clearly shows that the workforce has been working with the respondent No. 1 company, through the agency of a contractor *i.e.* the respondent No. 2. Unfortunately, the respondent No. 2 has been proceeded *ex-parte.* For the reasons best known to it, the respondent No. 2 has not contested the proceedings. Though, PW-1 has stated that initially the workers of the union had been engaged by the respondent No. 1 but there is no evidence worth the name to corroborate the version of the petitioners except the ESI card, which also only shows that the present address of the worker as Gabriel India Ltd. It does not show that the Gabriel India Ltd. is the employer. There is no evidence to show whether the code reflected therein was of the code of the principal employer or the contractor. As per RW-1, it is the principal employer's name which has been reflected in the card. The petitioners have also placed on record Ex. PW-1/F which happens to be a settlement effected between the management and the workers on 29.9.2005, but, it clearly shows that the settlement was also entered only between respondent No. 2 and the workers. Respondent No. 1 is not privy to it. It is further corroborated by memorandum of settlement dated 10.11.2008 Ex. RW-1/J wherein four workers had settled their claims. Annexures A to D annexed along-with the settlement Ex. RW-1/J shows that it has only been signed by the respondent No. 2.

25. The overwhelming evidence on record further shows that the wages were being paid to the workers through the contractor. In fact, the contributions towards EPF and ESI are also shown to have been paid by respondent No. 2. There is no evidence placed on record to show anything to the contrary. The agreement dated 5.4.1991 (Ex. RW-1/E), agreement dated 25.3.1991 (Ex. RW-1/F, contract order dated 25.12.2003 (Ex. RW-1/G) and an agreement dated 5.10.2007 (Ex. RW-1/D) also clearly suggest that the aforesaid workmen had been engaged on contract. There is no evidence on record to remotely suggest that these contracts between the principal employer and the contractor were just a sham, nominal or merely a camouflage.

26. The petitioners though have placed on record one award passed by this Court on 30.10.2017 *vide* Ex. PX. It has also been put to RW-1 to contend that there was a relationship of an employee and an employer interse the parties. However, the reading of the aforesaid award shows that even in the said award the petitioners have been held to be the employees of the respondent No. 1 contractor (respondent No. 2 herein), who deployed him with respondent No. 2 company (respondent No. 1 herein) till 31.12.2008, when the contract between the two come to an end. The said finding has been categorically recorded in para 21 of the award. Even if, the award is taken as its face value, it is more than clear that till 31.12.2008, the workforce had been working through the contractor and the demands in question had been raised by the petitioner union vide demand notice dated 30.12.2007. At that relevant time apparently the workers of the petitioner union were working with the respondent No. 2.

27. In a recent judgment passed by the **Hon'ble Supreme Court in a civil Appeal No. 1799-1800 of 2019 titled as Bharat Heavy Electrics Ltd.** Vs **Mahindra Prasad Jakhmola and others decided on 20.2.2019** and relying upon the earlier decision of the Hon'ble Supreme Court in **General Manager Bengal Nagpur Cotton Mills, Rajnandgaon** Vs. **Bharat Lala and an other's (2011) 1SCC 635 and Balwant Rai Saluja and another Vs. Air India Ltd. and others (2014) 9 SCC 407** has gone to hold that two well recognized tests to find whether the contract labour are the direct employees of the principle employer are (i) Whether the principal employer pays the salary instead of contractor (ii) whether the principal employer controls and supervises the work of the employees. It has further held that the principal employer cannot be said to control and supervise the work of the employees merely because he directs the workmen of the contractor "what to do", after the contractor assign or allots the employees to the principal employer.

28. Keeping in view the mandate laid by the Hon'ble Supreme Court while sifting through the evidence on record, the only conclusion which can be drawn is that there indeed did not exists a relationship of an employer and an employee at least on 30.12.2007 with the respondent No.1 when the demand notice is alleged to have been raised. Moreover, if there was any claim, assuming the contract was a valid contract, it was only the contractor who was responsible for addressing the demands of the said workers.

29. Both the issues are decided in favour of the respondent No. 1 and against the petitioners union.

Issues No. 1 & 2 :

30. Both these issues being correlated and intermingled are being taken up together for decision.

31. In view of the findings recorded in respect of issues No. 3 & 4 above, what crystallizes is that as on 30.12.2007, there was undoubetedly no relationship of an employer and en employee at least between the workers of the petitioner union and the respondent No. 1.

Demands if any had to be met by the contractor *i.e*. the respondent No. 2. The grouses espoused by the petitioner union, more particularly since they were working through the agency of the contractor, were to be addressed as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the analogues provisions of the State enactment *i.e.* H.P. Contract (Regulation & Abolition) Rules, 1974, for instance section 25(v)(a) of the H.P. Contract (regulation & Abolition) Rules 1974. It is thus held that the miscellaneous demands raised *vide* demand notice dated 30.12.2007 are not legal and justified. At best the petitioner union could have espoused their cause under the Provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and H.P. Contract (Regulation & Abolition) Rules, 1974. The petitioner union is at liberty to approach the competent authority under the aforesaid provisions. The issues are thus decided accordingly.

Relief :

For the foregoing reasons discussed hereinabove *supra*, it is held that the miscellaneous demands raised *vide* demand notice dated 30.12.2007 are not legal and justified. However, the petitioner union at best could have espoused their cause under the Provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and H.P. Contract (Regulation & Abolition) Rules, 1974. The petitioner union is at liberty to approach the competent authority under the aforesaid provisions, if so desired. Let a copy of this award be sent to the appropriate government for publication in the official gazette and for further necessary action. File, after completion, be consigned to records.

Announced in the open Court today this 1st day of July, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 13.07.2019

13.07.2019
Present: Sh. Chetan Sharma, Ld. Csl. for petitioner.
Ms. Deepica Gautam, Ld. Csl. for respondent.

With the active support of the Ld. Csl. for the parties, the matter stands finally compromised as the Ld. Csl. for the respondent submits that a cheque of Rs. 65,000/- already stands paid to the petitioner on 10.07.2019. In fact on 10.07.2019, the respondent had been directed to pay the aforesaid amount subject to the petitioner agreeing, as full and final settlement for her claim. The petitioner has received the cheque and in this behalf has acknowledged the receipt of the cheque on 10.07.2019 itself. Consequently the matter is disposed off as having been compromised, the petitioner having received Rs. 65,000/- as full and final settlement of her claim. Disposed off accordingly. Let, a copy of this award be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
13.07.2019

Sd/-

(Dr. SANJAY SINDHU),
Member

(CHIRAG BHANU SINGH),
Chairman,
National Lok Adalat.

IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Application No. 16 of 2018.
Instituted on 14.3.2018.
Decided on 1.7.2019.

Liak Ram s/o Shri Gulab Singh, r/o Village Dadas, P.O. Kando Bhatnol, Tehsil Shillai, District Sirmour, H.P. . .*Petitioner.*

1. The Divisional Forest Officer, Forest Division Renuka, District Sirmour, H.P.
2. Range Officer, Shillai, Range Office Shillai, District Sirmour, H.P. . .*Respondents.*

Application under section 2-A of the Industrial Disputes Act

For petitioner : Shri R. K. Khidtta, Advocate.

For respondents : Ms. Reena Chasuhan, Dy. DA.

ORDER/AWARD

The petitioner has preferred a claim petition under section 2-A of the Industrial Disputes Act, 1947 (hereinafter referred to be referred as the Act) for setting aside his illegal termination effected on 1.1.2012.

2. The case set up by the petitioner is that he initially came to be engaged as a daily waged labourer in the Forest Department in the year, 1998. He continued working as such in Forest Nursery, Bhatnol, Forest Range Shillai, District Sirmour, till the year 2000. His services came to be orally dispensed with, against which the petitioner had filed and Original application before the Administrative Tribunal *vide* OA No. 877 of 2000. The petitioner continued working as such till December 2011, as per the details of the working days as per annexure P-1 attached along-with.

3. However, the aforesaid OA came to be dismissed for want of jurisdiction *vide* an order dated 23.10.2007. Despite the aforesaid orders the petitioner was allowed to continue working till December, 2011 by the respondent and his services were eventually orally terminated by the respondents *w.e.f.* 1.1.2012 and that too without following the mandatory provisions of the Act, as no notice or pay in lieu of notice and retrenchment compensation was paid to the petitioner.

4. It is further the case of the petitioner, that this oral illegal termination came to be challenged by filling a writ petition in the Hon'ble High Court being CWP No. 69 of 2013. It later

came to be transferred to the H.P. Administrative Tribunal *vide* TA No. 5837 of 2015. The said petition had come to be withdrawn on ground of jurisdiction with liberty to approach the competent forum and hence the demand notice before the Labour-*cum*-Conciliation Officer culminating in the present proceedings.

5. Per the petitioner his work and conduct was always upto the mark. No warning or chargesheet was ever served upon him. He has completed 240 days in each calendar year and his services were terminated without following the provisions of section 25-F of the Act. It is also the case of the petitioner that the respondents had not followed the mandatory provisions of sections 25-G and 25-H of the Act as the department had failed to follow the principles of "last come first go" and even his juniors had been retained and regularized by the department. The respondents prior to the year 2011 used to give fictional breaks to the petitioner which was illegal and bad in the eyes of law. After withdrawing his transfer application on 2.8.2017, he had filed a demand notice before the Labour-*cum*-Conciliation Officer, Paonta Sahib on 23.9.2017. The respondents neither filed any reply before the Labour-*cum*-Conciliation Officer nor the matter has been taken to its logical end statutorily, and hence the present application.

6. The petitioner thus prays that his oral termination *w.e.f.* 1.1.2012 may be set aside and the petitioner may be ordered to be reinstated in service with continuity in service and all consequential benefits including full back-wages. The petitioner also prayed for compensation amounting to Rs. two lakhs along-with litigation costs quantified at Rs. 30,000/-.

7. While contesting the claim the respondents have filed a common reply. They have *inter-alia* raised preliminary objections *vis-a-vis* maintainability, acquiescence, locus standi and limitation.

8. On merits, it is the averred case of the respondents that the petitioner was engaged but for seasonal forestry works during the year 1998 in Shillai Range. The petitioner used to join and leave seasonal work at his own sweet will. He had never completed 240 days in any of the eight years.

9. Per the respondents the petitioner was never engaged by the respondent department after the year 2007, since there was no such directions in the order dated 23.10.2007 (OA No. 877 of 2000) and the petitioner had never worked till December 2011.

10. It is further the case of the respondents that the petitioner had never worked continuously as a daily wager with department after 2007. His services were never terminated, rather he left the job of his own sweet will in the year 2007. The respondents have annexed annexure R-2, the mandays chart of the petitioner which shows that he has never completed 240 days in each calendar year. Since, the petitioner used to join and leave seasonal work at his own sweet will, there was no violation of section 25-F of the Act, more particularly he has never completed 240 days in the preceding year of his dis-engagement.

11. It is further the case of the respondents that since the petitioner used to leave the work at his own will and that too frequently, proves that the petitioner never worked sincerely, therefore the question of not following the principles of "last come first go" does not arise. It is denied that the provisions of sections 25-G and 25-H of the Act have not complied with. In fact, the petitioner had left the job of his own sweet will. The respondents thus prays that the claim be dismissed being devoid of any merits.

12. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondents and further reiterated those in the statement of claim.

13. I notice that on 2.6.2018, the following issues came to be framed by my Learned Predecessor:

1. Whether the termination of the services of the petitioner by the respondent *w.e.f.* 01.01.2012 without complying with the provisions of Industrial Disputes Act, 1947 is illegal and unjustified? . .*OPP.*

2. If Issue No. 1 is proved in affirmative, to what relief of service benefits the petitioner is entitled? . .*OPR.*

3. Whether the petition is not maintainable, as alleged? . .*OPR.*

4. Whether the petition is barred by limitation, as alleged? . .*OPR.*

5. Relief:

14. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1	Yes.
Issue No. 2	Entitled to reinstatement in service with seniority and continuity but without any back-wages.
Issue No. 3	No.
Issue No. 4	No.
Relief:	Reference is answered partly in favour of the petitioner and against the respondents per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 & 2 :

15. Both these issues being correlated and intermingled are being taken up together for decision.

16. The petitioner claims that he has been continuously working with the respondents after his initial engagement in the year 1998 and his termination initially in the year 2000 and thereafter in the year 2012 was effected in violation of the provisions of section 25-F of the Act, as his services were orally terminated by the respondent. In this interregnum he had initially approached the Administrative Tribunal *vide* OA No. 877 of 2000. As a result of the said litigation the petitioner was allowed to continue in his job and the petitioner had completed 240 days as per Annexure P-1, placed on record along-with the statement of claim. The said annexure P-1 though does not reflects that the petitioner had worked till December, 2011 but it does show that he continued working till the year 2006 and from the year 2001 to 2006 the petitioner had put in more than 240 days in each calendar year. The respondents however contend that the petitioner had never completed 240 days in any of the calendar years. They though admit that the petitioner was engaged in 1998 and he worked for almost eight year but he was engaged for seasonal forestry work and had not put in 240 days in any of the calendar year. The respondents thus tacitly admitted that the petitioner at least worked till the year 2006. They have also placed

on record a report of the committee dated 11.7.2013 reflecting the mandays chart of the petitioner vide Ex. RW-1/C. The said report does not show that the petitioner had completed 240 days in any of the calendar years from 1998 till 2007. As per the said committee the mandays reflected in Annexure P-1 submitted by the petitioner in the Hon'ble High Court (which has also been annexed as annexure P-1 before this Court), do not tally with the muster roll and hence seems to be wrong.

17. Keeping in view the aforesaid contradictory stances appearing on record, the minute perusal of the evidence placed on record by the parties becomes imperative.

18. The petitioner while appearing as his own witness as PW-1 has reiterated the stand taken in the claim petition. He claims that he had worked continuously for thirteen years with the respondents department and was even entitled for regularization. Per him he was working with the respondents since 1998 and that even juniors to him are still working with the respondents. His oral termination was totally illegal. He has tendered the copy of the judgment passed by the Administrative Tribunal in OA No. 877 of 2000 Ex. PW-1/B and in TA No. 5837 of 2015 Ex. PW-1/C and the demand notice dated 23.9.2017 Ex. PW-1/D. Nothing fruitful has been elicited in his cross-examination.

19. The petitioner has also examined one Shri Suprabhat, the Range Officer Shillai, Renukaji Forest Division as PW-2, who has proved the seniority list Ex. PW-2/A and the details of the daily wagers engaged after 1997 as Ex. PW-2/B. As per this witness, the date of appointment reflected in the two documents is true and correct as per the record.

20. The same person has also appeared as RW-1. While appearing as such he has placed on record his affidavit Ex. RW-1/A and the report of the committee showing the mandays chart of the petitioner Ex. RW-1/C. In his affidavit Ex. RW-1/A, he has reiterated the contention raised in the reply by the respondents. The test and tenor of his deposition is that the petitioner had not worked continuously and even not completed 240 days in each calendar year. He had never worked till December 2011. The petitioner was never terminated by the respondents rather he left the job at his own sweet will in the year 2007 and that the petitioner was engaged for seasonal forestry work in the year 1998.

21. This is but all the evidence led by the parties. The twin grounds raised by the respondents is that the petitioner was a seasonal worker and he had not been terminated. Rather, he had abandoned the job of his own sweet will. By now it is fairly well settled that the abandonment is a plea of facts and the same has to be established by leading evidence. However, nothing has been pleaded or proved on record to prove the aforesaid plea of abandonment, except a bald statement of RW-1. So much so, not even a letter had been sent to the petitioner, after his so called abandonment, what to say of an enquiry.

22. The question of the petitioner having completed 240 days in each calendar year is all the more intriguing as there are three different documents reflecting mandays of the petitioner. Annexure P-1 attached along-with the statement of claim which incidentally had been even placed on record before the Hon'ble High Court, shows a different picture. As per this document, the petitioner had started working in 1998 and had put in more than 240 days in each calendar year from the year 2001 to 2006. The same has also been put to RW-1 but he has stated that the working days reflected in the mandays chart, Annexure P-1 is incorrect. On the contrary he has placed on record a report of the committee dated 11.7.2013 *vide* Ex. RW-1/C, which also reflects a totally different story. As per this document, the petitioner never worked in the year 1998. He had merely put in 128 days in 1999, 115 days in 2001, 93 days in 2003, 33 days in 2004, 72 days in 2005, 47 days in 2006 and 87 days in 2007. The same document further reflects that as per

the record submitted to the Administrative Tribunal the department itself had shows that the petitioner had worked with the respondents for 30 days in 1998 and 188 days in 1999. A reference has also been made to annexure P-1 which was also submitted before the Hon'ble High Court to say that it seems to be wrong. Apart from this report no witness has been examined to show that some parts of the records were false or manufactured.

23. The petitioner has further got proved the seniority list of daily wagers of Shillai Range as PW-2/A which has been proved by none else but RW-1 himself. Strangely, the seniority list does not reflect the name of the petitioner. Even if he had worked intermittently till 2007, as is the case of the respondents themselves, at least his mandays of each year were to be reflected in the seniority list. At best he would not have been regularized for want of 240 days, but his name had still to be shown in the seniority list, as he was admittedly working with the respondents since 1998. It gains significance because the same seniority list itself shows that three workmen namely Har Devi, Bishan Singh and Beli Ram came to be engaged for the first time in the year 1999. If that was so, the provisions of section 25-G and 25-H certainly would come into play and create a statutory right in favour of the petitioner. Ex. PW-2/B, which also stands proved by RW-1 himself further shows that people were engaged after 1997 and just like the petitioner one Rati Ram, Narayan Singh and Mangat Singh are shown to have worked from 1997 to 2007 and 1998 to 2008. Apparently, they had also not completed eight years of service with minimum 240 days like the petitioner, but their names have still been reflected in Ex. PW- 2/B. The name of the petitioner however is not reflected in the said list. It speaks volumes about the act and conduct of the respondents. The name of the petitioner not being reflected in Ex. PW- 2/A and the seniority list Ex. PW-2/B cast a serious doubt over the case of the respondents.

24. Moreover, PW-2 has categorically stated in his cross-examination that the aforesaid Rajinder Singh and one Sita Ram, Mohinder Singh and Lal Singh have since been regularized. The perusal of Ex. PW-2/B shows that Rajinder Singh was initially engaged in 1999. Mohinder Singh was engaged in 1998 and Sita Ram in 2005. That being the case, it can safely be held that the respondents have undoubtedly failed to abide by the provisions of sections 25-G and even 25-H of the Act. It would be fatal to the respondents, as by now it is fairly well settled that even if the workman has not completed 240 days in any calendar year, the rights under sections 25-G and 25-H still augurs to the benefits of the workman. As far back in 1996, the Hon'ble Supreme Court in case titled as **Central Bank of India** Vs. **S. Satyam and Others, (1996) 5 419**, and further reiterating in **Harvinder Singh** Vs. **Punjab State (2010) 3 SCC 192**, has held that the provisions of section 25-G and 25-H are applicable to all the retrenched workmen and not only those covered by section 25-F read-with section 25-B. The same view has also been taken by our own **Hon'ble High Court in State of H.P. Vs. Batag Ram and another [(2007) STPL (HJ) 1390 (HP)]**. In fact the ratio of Batag Ram's judgment also holds that the abandonment is a plea of fact and the same has to be established by leading evidence. In the case in hand the plea of abandonment has also not been proved by leading any evidence, already discussed hereinabove *supra*.

25. The question of the petitioner having completed 240 days is fraught in great doubt, though Annexure P-1 shows that he has completed 240 days, but, even assuming it to be doubtful, the petitioner indeed is entitled to the protection of sections 25-G and 25-H of the Act and it stands conclusively proved as has been detailed hereinabove from Ex. PW-2/A and Ex. PW-2/B.

26. Thus the natural corollary which emanates from the discussion hereinabove is that the action of the respondents in dispensing with the services of the petitioner is indeed voilative of the provisions of the Act if not section 25-F, undoubtedly sections 25-G and 25-H. The termination, thus, is held to be bad in the eyes of law. It is accordingly set aside. The petitioner

however shall not be entitled to any back-wages, keeping in view the peculiar circumstances of the case, more so the conflicting version on record. None the less, he would be entitled to continuity and seniority from the date of his initial engagement. Both the issues are decided accordingly.

Issue No. 3 :

27. For all the reasons recorded in respect of issues No. 1 & 2, it cannot be said that the claim petition is not maintainable. Even if, the petitioner has not completed 240 days, he is entitled to the protection of section 25-G and 25-H of the Act as has been discussed in detail in the foregoing issues. The issue is thus decided against the respondents.

Issue No. 4 :

28. Nothing has been brought to my notice as to how the claim is barred by limitation. Though, the respondents contend that the petitioner has approached this Court after about 10 years, but, admittedly the petitioner has been pursuing his case earlier *vide* OA No. 877/2000 Ex. PW-1/B and thereafter having approached the Hon'ble High Court by way of CWP No. 69/2013, later transferred as TA No. 5837 of 2015 Ex. PW-1/C. The same also came to be withdrawn, with the permission to approach the competent Court of law on 2.8.2017 and immediately thereupon the petitioner raised a demand notice on 23.9.2017. It cannot be said by any stretch of imagination that the petitioner was sleeping over the matter. The petitioner had kept the matter alive and it was pending, though not before the competent forum or authority. The respondents also do not deny the said factum. Thus, it cannot be said that the claim is barred by limitation. The issues is accordingly decided against the respondents.

Relief :

For the foregoing reasons discussed hereinabove *supra*, the claim petition filed by the petitioner under section 2-A of the Act is partly allowed. The respondents are directed to re-instate the petitioner on the same place and post forth-with. The petitioner shall be entitled to seniority and continuity, however, without any back-wages. Let a copy of this order/award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 1st day of July, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla.*

IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**

Reference No. 96 of 2016.

Instituted on 5.10.2016.

Decided on 31.7.2019.

Preet Pal s/o Shri Dalip Singh, r/o Village Seeno, P.O. Baldeyan, Tehsil & District Shimla, H.P. . .*Petitioner.*

1. Dr. Y. S. Parmar University of Horticulture and Forestry, Nauni, Distt. Solan, H.P. Through its Registrar.

2. The Executive Engineer (PWD Wing) Dr. Y.S. Parmar University of Horticulture and Forestry, Nauni, Distt. Solan, H.P. . .*Respondents.*

Reference under section 10 of the Industrial Disputes Act

For petitioner : Shri R.S. Chandel, Advocate.
For respondent : Shri Inder Sharma, Advocate.

AWARD

The following reference was received for adjudication from the appropriate government:

"Whether alleged termination of services of Shri Preet Pal s/o Shri Dalip Singh, Village Seeno, P.O. Baldeyan, Tehsil & Distt. Shimla, H.P. during April, 1997 by the i) The Registrar, Dr. Y.S. Parmar University of Horticulture and Forestry, Nauni, Distt. Solan, H.P. ii) The Executive Engineer, (PWD Wing) Dr. Y.S. Parmar University of Horticulture and Forestry, Nauni, Distt. Solan, H.P., who had worked as beldar on daily wages only of 73 days in the year 1997 and has raised his industrial dispute after about 17 years allegedly without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, keeping in view of working period of 73 days in the years 1997 and delay of about 17 years in raising the industrial dispute, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer?"

2. In nutshell the case set-up by the petitioner in pursuance to the aforesaid reference is that he came to be appointed as a daily waged worker (beldar) in the year 1996-97 by the respondent university. He was initially detailed to Mashobra in Shimla, where he worked diligently and to the entire satisfaction of his superiors. He continued discharging his duties as such and had completed more than 240 days in a calendar year. However, strangely his services came to be terminated on 31.12.1997 and that too orally and without any notice.

3. Not only this, it is further the case of the petitioner that persons junior to him, including one Bhom Prakash were allowed to continue in service. They are still in service and already stand regularized. The petitioner thus contends that he has been unlawfully and illegally terminated without complying with the provisions of sections 25-F, 25-G, 25-H and 25- N of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). His termination is also against the well settled principles of "last come first go" as persons junior to him had been retained. Not only this, the respondents had also engaged fresh hands after the illegal termination of the petitioner. The termination is thus stated to be highly arbitrary, illegal and bad in the eyes of law apart from being voilative of the provisions of articles 19, 16 & 21 of the Constitution of India.

4. The petitioner kept on representing to the respondents to re-engage him and provide him employment, but, time and again false and fake assurances were given to the petitioner and thereupon he was constrained to eventually prefer a demand notice in the year 2014. The same was held to be stale and time barred by the appropriate authority and the

petitioner had to approach the Hon'ble High Court by filing CWP No. 665 of 2017, and, only thereafter has the present reference been made to this Court.

5. The petitioner prays that his illegal termination be set-aside and the respondents be directed to re-engage the petitioner with all consequential service benefits.

6. While contesting the claim the respondents have *inter-alia* raised preliminary objections *vis-a-vis* maintainability, limitation and the petition being hit by the vice of delay and laches. Per the respondents, the petitioner having espoused his cause after twenty years, the claim has become stale. It is belated and has faded away with time. It is also averred by the respondents that the petitioner never represented for his reinstatement/re-engagement and as such the claim is not maintainable and neither has completed 240 days rather, the petitioner had left the job on his own volition.

7. On merits too, while reiterating the aforesaid contentions the respondents have averred that the petitioner had worked only for 73 days and that too from 10.1.1997 to 20.4.1997. He had not completed 240 days in a calendar year. The petitioner was reluctant to work and used to often remain absent. The petitioner left the job at his own and thereafter he never came back or approached the respondents university for his further engagement. It is denied that the persons junior to him were retained by the respondents and they had violated the principles of "last come first go". It is denied that the petitioner had ever represented for his reengagement to the competent authority. The other persons working with the petitioner remained continuous and worked regularly. Resultantly, they were regularized as per the policy of the State. The respondents thus pray for the dismissal of the claim, being devoid of any merits.

8. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondent and further reiterated those in the statement of claim.

9. I notice that on 3.4.2018, the following issues came to be framed by my Learned Predecessor:

1. Whether the termination of the services of the petitioner by the respondent during April 1997 without complying with the provisions of Industrial Disputes Act, 1947 is illegal and unjustified? . .*OPP.*

2. If issue No. 1 is proved in affirmative, to what relief of service benefits the petitioner is entitled? . .*OPP.*

3. Whether the petition is not maintainable, as alleged? . .*OPP.*

4. Whether the petition is hit by delay and latches, as alleged? . .*OPR.*

5. Relief:

10. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1	Yes.
Issue No. 2	Entitled to reinstatement but without any seniority or continuity and back-wages.
Issue No. 3	No.

Issue No. 4 No.

Relief: Reference is partly answered in favour of the petitioner and against the respondents per operative part of award.

REASONS FOR FINDINGS

Issues No. 3 & 4 :

11. Both these issues being correlated and intermingled are being taken up together for decision.

12. Undisputedly, the petitioner had raised the demand notice in the year 2014 *i.e.* after seventeen years of his alleged termination. It further transpires from the record, the demand notice raised by the petitioner had come to be dismissed by the Joint Labour Commissioner in August 2015 as having become stale. The Hon'ble High Court on 31.3.2016, has however directed the appropriate authority to consider the case of the petitioner in terms of the judgment titled as Pratap Chand *Vs.* HPSEB and Ors., (CWP No. 9467 of 2014). On re-consideration thereof the present reference has been sent to this Court.

13. The respondents have raised the preliminary objections that the claim is not sustainable primarily, being hit by the vice of delay and laches and being barred by limitation.

14. The learned counsel for the petitioner however would contend that the aforesaid objection of the respondents is not sustainable as the workman cannot be denied relief only on the grounds of delay in raising the "industrial dispute". This Court would have ample power to mold the relief, because of the delay. In this behalf the learned counsel has placed reliance upon the judgments of our own Hon'ble High Court titled as **Megh Nath** Vs. **State of H.P. and ors (CWP No. 6687 of 2014) decided on 24.9.2014** and the judgments of Hon'ble Supreme Court titled as **Raghubir Singh** Vs. **General Manager Haryana Roadways Hissar (2014)-10 SCC 301 and Jasmer Singh** Vs. **State of Haryana and Ors. (2015) 4 SCC 458**.

15. All the judgments discussed hereinabove have taken note of and placed reliance upon the judgment of the Hon'ble Supreme Court in **Ajaib Singh** Vs. **Sirhind Co-opp. MKTG-cum-Processing Service Society Ltd. (1999) 6 SCC 82**, wherein it had been observed by the Hon'ble Supreme Court that there is no period of limitation to the proceedings under the Act and that the relief under it cannot be denied to the workman mainly on the ground of delay. It would be apposite to extract the observation made by the Hon'ble Supreme Court in Ajaib Singh's case mentioned hereinabove *supra*.

> **"10. It follows, therefore, that the provisions of Article 137 of the Schedule to Limitation Act, 1963 are not applicable to the proceedings under the act and that the relief under it cannot be denied to the workman merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the labour court can be generally questioned on the ground of delay alone. Even in a case where the delay in shown to be existing, the tribunal, labour court or board, dealing with the case can appropriately mould the relief by declining to grant back wages to the workman till the date he raised the demand regarding his illegal retrenchment/termination or dismissal. The Court may also in appropriate cases direct the payment of part of the back wages instead of full back wages....."**

16. In fact our own Hon'ble High Court in Megh Nath's case discussed hereinabove *supra* has also placed reliance upon the judgment titled as **Raghubir Singh** Vs. **General Manager Haryana Roadways, Hissar**, **(2014) 10 SCC 301**, which has also been pressed in to service by the learned counsel for the petitioner.

17. Per contra, the learned counsel for the respondents has placed reliance upon the judgment our own Hon'ble High Court titled **as Bego Devi** Vs. **State of HP and Ors. CWP No. 1912 of 2016 decided on 26.10.2016** wherein a contrary view has been taken by the Hon'ble Court to say that a long delay on the part of the workman in raising the dispute is suggestive of the fact that they were fence sitter and made no murmur till judgments were made by the Courts and having not raised any finger for 8-10 years, the dispute does not survive. It further held that the delay takes away the settings of law. A person who does not seek relief within time, his petition has to be dismissed only on the grounds of delay and laches, otherwise, it would amount to misuse of jurisdiction and disturb the settled position.

18. No doubt, the Hon'ble High Court in Bego Devi's case has discussed and detailed upon the law relating to delay and laches but unfortunately the law propounded by the Hon'ble Supreme Court in relation to delay in an "industrial dispute" expounded in **Raghubir Singh** Vs. **General Manager, Haryana Roadways Hissar,** discussed hereinabove supra, has not been taken into consideration. No doubt the judgment in Bego Devi's case is later in point of time then Megh Nath *Vs.* State of H.P. but the judgment in Megh Nath has taken into consideration Raghubir Singh's case.

19. Moreover, Raghubir Singh's case has further been followed by the Hon'ble Supreme Court in Jasmer Singh's case discussed hereinabove supra in the year 2015 also.

20. Not only this, our own Hon'ble High Court in **CWP No. 4178 of 2011 titled as Managing Director, Himachal Development Corporation Ltd. and another** Vs. **Rajkumar**, decided on 8.8.2017, while taking note of Raghubir Singh's judgment passed by the Hon'ble Supreme Court in 2014 has taken a view that no reference to the Labour Court can be generally questioned on the grounds of delay alone and in case where the delay is shown to be existing, the Tribunal or the Labour Court, dealing with the case can appropriately mould the relief, as was the mandate initially set by the Hon'ble Supreme Court in Ajaib Singh's case. It was further held that in case a party really feels aggrieved by the reference made on the ground that it was belated and no dispute existed then the remedy available to them was to challenge the order making a reference to the Labour Court.

21. The judgment rendered in Rajkumar's case discussed hereinabove supra is the latest in line and as such will prevail on the other judgments. Even otherwise in Megh Nath's case decided by our own Hon'ble High Court the same principles has been laid. Both these judgments have taken note of Jasmer Singh's case and Raghubir Singh's case passed by the Hon'ble Supreme Court in 2014-15 respectively. Unfortunately, the aforesaid judgments have not been taken note of in Bego Devi's case. This Court is thus of the considered view that the ratio laid down in Ajaib Singh's case by the Hon'ble Supreme Court and further reiterated in Raghubir Singh's and Jasmer Singh's case by the Hon'ble Supreme Court and followed by our own High Court still holds the field. It can thus be inferred that there is no period of limitation prescribed under the Act and the relief under it cannot be denied to the workman merely on the grounds of delay and in case delay is shown to be in existing, this Court can appropriately mould the relief. Moreover, the appropriate government has in its wisdom referred the matter for adjudication to this Court and admittedly the respondents have not challenged the reference on the ground of delay before the Hon'ble High Court. It thus cannot be said that delay in itself precludes the petitioner from pressing the reference any further. The issues are decided accordingly in favour of the petitioner and against the respondents.

Issues No.1 & 2 :

22. Both these issues being correlated and intermingled are also being taken up together for decision.

23. Now, adverting to the factual matrix of the case. It transpires from the record that the petitioner had come to be engaged by the respondents in the year 1996/1997, as per the respondents *w.e.f.* 1.1.1997. Per the petitioner he continued working till 31.12.1997, whereas, as per the respondents the petitioner only worked from 10.1.1997 to 20.4.1994 and that too only for 73 days. As per the mandays annexed by the respondents *vide* Ex. RW-1/A, the petitioner has not put in 240 days in the preceding twelve months of his termination. Though, the petitioner has averred in his pleadings that he has completed 240 days and he has also examined one Sita Ram as PW-1, Shri Kundan Lal as PW-2 and Shri Munshi Ram as PW-5 to portray that he had worked continuously till 31.12.1997 with the respondents. The mandays however show that the petitioner has merely completed 73 days.

24. Though, the evidence on record does not conclusively prove that the petitioner has completed 240 days in the twelve preceding months his termination, but, what comes to the fore is that the respondents had engaged fresh hands after the termination of the petitioner and as such the provisions of sections 25-G and 25-H have been violated by the respondents. The oral evidence on record produced by the petitioner and the documentary evidence led by the respondents in the shape of mandays Ex. PW-1/A when viewed holistically does not conclusively go to show that the petitioner had completed 240 days in the year 1997.

25. It is further the pleaded case of the respondents that the petitioner had abandoned the job and he had left it at his own volition. Abandonment however, unfortunately has not been proved on record. There is neither any evidence nor anything placed on record to remotely suggest that any notice was sent to the petitioner regarding his abandonment. Abandonment being a plea of fact had to be proved by the respondents and substantiated by leading some evidence. There is nothing on record in this behalf.

26. Not only this, by now it is fairly well settled that the provisions of sections 25-G and 25-H of the Act are applicable to all retrenched workmen and not only to those covered under section 25-F read-with section 25-B of the Act. The Hon'ble Supreme Court as far back as 1996 has held so in **Central Bank of India** Vs. **S.Satyam and Others, (1996) 5 419,** and had further reiterate the same in **Harvinder Singh** Vs. **Punjab State (2010) 3 SCC 192.** The same view has also been taken by our own **Hon'ble High Court in State of H.P.** Vs. **Batag Ram and another [(2007) STPL (HJ) 1390 (HP)].** In fact the ratio of Batag Ram's judgment also holds that the abandonment is a plea of fact and the same has to be established by leading evidence.

27. The respondents have failed to abide by the dictates of sections 25-G and 25-H, the same is fortified by the seniority list Ex. PW-4/A, which does show that fresh hands were engaged after the retrenchment of the petitioner, as one Hem Raj s/o Shri Chanju Ram was engaged in RHRS Mashobra on 9.4.1997 and he was admittedly junior to the petitioner. Even the respondents themselves have admitted in the mandays placed on record by them *vide* Ex. RW-1/A, that the petitioner had come to be engaged on 10.1.1997. It is thus clear that the respondents have failed to abide by the principles of "last come first go" as per the provisions of section 25-G. The respondents have even failed to abide by the mandate of section 25-H, by not affording an opportunity to the petitioner for re-engagement, when fresh hands were engaged after 1997 by the respondents. The fresh hands engaged after the engagement of the petitioner are also duly reflected in Ex. PW-4/A.

28. For all the forgoing reasons discussed hereinabove the only conclusion which can be drawn is that the respondents have failed to abide by the provisions of sections 25-G and 25-H of the Act, which is indeed fatal for the respondents. However, keeping in view the discussion held with respect to the issue No. 4 detailed hereinabove and seeing to the fact that the petitioner has raised the dispute after a fairly long time, the relief will have to be molded commensurately. The petitioner indeed arose from slumber after a long time. Thus, while setting aside his termination and ordering his re-engagement as a sequel thereto, the petitioner is held not entitled to any seniority or continuity and back-wages. He shall be engaged forth-with but as a fresh hand. The issues are decided accordingly.

Relief :

For the foregoing reasons discussed hereinabove *supra*, the reference is partly allowed. The termination of the petitioner is set aside and quashed being voilative of provisions of sections 25-G and 25-H of the Act. However, keeping in view the delay in raising the industrial dispute, while ordering the re-engagement of the petitioner forth-with, it is directed that the petitioner shall not be entitled to either seniority and continuity or any back-wages. His re-engagement shall be as a fresh hand. The respondents shall re-engage the petitioner within a period of 60 days from the date of passing of this order, failing which the petitioner shall be entitled to 25% wages from the date of his termination till his re-engagement. Ordered accordingly. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records**.**

Announced in the open Court today this 31st day of July, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla.*

IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**

Reference No. 84 of 2014.

Instituted on 22.12.2014.

Decided on 30.7.2019.

Rajesh Kumar and 101 all other workers of M/s Ind. Swift Ltd. Plot No. 23 and 17 B, Sector-2, Parwanoo, Tehsil kasauli, District Solan, HP through their group leader Shri Birbal Kumar s/o Late Shri Braham Dass r/o VPO Taksal, Tehsil Kasauli, District Solan, HP.
. .*Petitioner.*

M/s Ind-Swift Ltd. Plot No. 23 and 17-B, Sector-2, Parwanoo, Tehsil Kasauli, District Solan, H.P through its Factory Manager. . .*Respondent.*

Reference under section 10 of the Industrial Disputes Act

For petitioner : Shri R. K Khidtta, Advocate.
For respondent : Shri Upender Sharma, Advocate.

AWARD

The following reference was received for adjudication from the appropriate government:

"Whether demand raised at Sr. 10 & 11 of the demand notice dated 27.09.2013 (Copy enclosed) by Shri Rajesh Kumar & 101 others all workers of M/s Ind-Swift Ltd. Plot No. 23 & 17 B (Unit-I & II respectively) Sector-2, Parwanoo, Tehsil Kasauli, Distt. Solan, H.P. c/o Shri Birbal Kumar, VPO Taksal, Tehsil Kasauli, Distt. Solan, H.P. to be fulfilled by the management of M/s Ind-Swift Ltd. Plot No. 23 & 17 B, Sector-2, Parwanoo, Tehsil Kasauli, Distt. Solan, H.P. are proper and justified? If yes, what service benefits the aggrieved workmen are entitled to from the above management?"

2. The workers of M/s Ind Swift Ltd. in pursuance to the demands so raised by them have averred in the statement of claim that they authorized one Shri Birbal Kumar to present the group and file the statement of claim. The workers were not getting the service benefits from the respondent company and as such they had collectively approached the respondent for a settlement in June, 2013. However, due to the adamant attitude of the respondent, no settlement could be arrived and eventually the workers were constrained to file the demand notice dated 11.7.2013.

3. The respondent company had been summoned by the Conciliation Officer, but, again due to the adamant attitude of the respondent, conciliation failed. All the demands raised by the authorized representative of the workers are genuine and the same deserves to be allowed. Due to heavy inflation, the salary of the workers are required to be increased, so are the other demands raised by the workers required to be allowed. The poor workers are being harassed. Non-settling of the aforesaid demands tantamounts to unfair labour practice and the demand notices dated 11.7.2013 and 27.9.2013 deserves to be allowed.

4. The workers through the dint of their hard work and honesty have earned profits for the company but the workers have not been given any benefits. Rather, on the contrary the respondents have terminated the services of the workers during the pendency of the present demands, which is also illegal in the eyes of law.

5. The petitioners thus pray that the claim be allowed and the respondents be directed to accept all the demands raised in the demand notice dated 11.7.2013. The petitioners also claim damages to the tune of Rs. 50,00,000/-.

6. While contesting the claim the respondents have inter-alia raised preliminary objections *vis-a-vis* maintainability, estoppel, acquiescence and that the petitioners have suppressed material facts from this Court. The petitioners have given wrong facts that the workers were not getting service benefits from the respondent and their services have been terminated during the pendency of the demand notice. Per the respondent, due to the continuous losses suffered by the Parwanoo unit, it was mutually decided and agreed by the workers of the company to transfer the workers to other location/units so that their livelihood could be saved.

7. On merits, it is denied by the respondent that Mr. Birbal is authorized to represent the workers. It is further denied by them that the company was not providing service benefits to the workmen. It is the case of the respondent that the workers resorted to an illegal strike *w.e.f.* 5.4.2013 to 9.4.2013. Despite repeated requests the workers did not join their work and ultimately the matter was brought to the notice to Labour Inspector Parwanoo. The demands of the workers

were taken up in the conciliation meeting and during the course of such conciliation proceedings a letter dated 15.4.2013 was written to the conciliation officer explaining in detail the extreme financial problem and losses incurred by the respondent company. After a series of meetings a memorandum of understanding was signed between the management and the workers on 15.5.2013. The respondent duly honoured its commitment as per the said MOU.

8. It is admitted that the demands notice dated 11.7.2013 and reply dated 27.9.2013 were sent to the Labour Inspector-*cum*-Conciliation Officer, Parwanoo. The appropriate government has merely referred the demands raised at serial No. 10 and 11 for adjudication to this Court. It is denied that the company had earned profits and the workers have not been paid accordingly. As per the respondent due to extreme financial problem/crunch and heavy losses incurred by the company annual increments were still given to the workers regularly.

9. It is denied that the services of the workers had been terminated by the respondent during the pendency of the demand notice. However, due to the losses suffered by the company in the Parwanoo unit it was mutually decided and agreed by the workers and the management to transfer the workers to other locations/units so that their livelihood could be saved. The petitioners have failed to join their services at the transferred places and as such are responsible for loosing their jobs, as per the Certified Standing Orders of the company.

10. It is denied that he respondents are liable to accept all the financial and other demands of the workers. The respondent thus pray for the dismissal of the claim petition.

11. While filing rejoinder, the petitioners controverted the averments in the reply filed by respondent and further reiterated those in the statement of claim.

12. I notice that on 27.2.2018, the following issues came to be framed by my Learned Predecessor:

1. Whether the demands raised by the petitioners vide serial No.10 & 11 of demand notice dated 27.09.2013 to be fulfilled by the respondent are legal and justified, as alleged? . .*OPP.*

2. If Issue No.1 is proved in affirmative, to what relief of monetary benefits and other service benefits the petitioners are entitled? . .*OPP.*

3. Whether the petition is neither competent nor maintainable, as alleged? . .*OPR.*

4. Whether the petitioners are estopped to file and maintain the present petition due to their own act, conduct, deed, acquiescence etc. as alleged? . .*OPR.*

5. Relief:

13. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1	Partly yes.
Issue No. 2	Entitled enhanced wages from Jan., 2013 till April 2013.
Issue No. 3	No.
Issue No. 4	No.

Relief: Reference is answered partly in favour of the petitioners and against the respondent per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 & 2 :

14. Both these issues being correlated and intermingled are being taken up together for decision.

15. The appropriate government has merely referred the demands mentioned at serial No. 10 & 11 of the demand notice dated 27.9.2013 for adjudication (though the demand notice has not been annexed along-with). The petitioners have placed it on record *vide* Ex. PW- 1/C. The aforesaid two demands relate to the ten year award and increase in salary and dearness allowance. As per the 10th demand reflected in the demand notice, *i.e.* the ten year award it is submitted by the petitioner that the benefits already being granted by the respondent company could not be withheld for instance grant of LTA (leave travel allowance) and awards relating to good attendance and good work, which were being given earlier too, could not have been stopped. The petitioners thus demanded that the said facilities be restored forth-with.

16. In respect of the increase of wages and dearness allowance it is alleged by the workers that though the company had increased the wages but deduction ranging from Rs. 300-500 were made by the respondent from their wages. The financial losses alleged by the company were only in respect of the Parwanoo unit, whereas the increase in wages was being duly effected in the units running at Baddi, Jawahrpur, Derabassi and Samba. The increase in wages was affected in May instead of January and that too after deducting Rs. 300-500/- from each worker. The arrears in respect of Jan. to April have not been released by the respondent.

17. These are but the two demands which have been referred for adjudication.

18. To buttress the aforesaid claim the petitioners have examined Birbal Kumar as PW-1. He has placed on record his affidavit Ex. PW-1/A and the copy of the resolution authorizing him to depose in this case Ex. PW-1/B, the demand notice dated 27.9.2013 Ex. PW-1/C and the demand notice dated 11.7.2013 Ex. PW-1/D. In his affidavit the witness has reiterated the contentions raised in the statement of claim. In his cross-examination the witness though has stated that a memorandum of settlement 15.5.2013 (mark RX) has been signed by the workers of the company, though he denies that the memorandum of settlement was arrived between the workers union and the respondent. He admits that on 6.3.2014, a meeting was held between the workers and the management regarding financial problems of the company. Though, he does admit that in the said meeting the workers had given their consent regarding their transfer to another unit in the register, extract of which is mark RX-1 on record. He also admits that 150 workers have joined at Baddi unit after their transfer from Parwanoo. He denies that the demands reflected in the demand notice dated 14.3.2014 have been accepted by the company.

19. The respondent on the other hand have examined one Sh. Shankar Sharma manager, HR as RW-1 who has apart from placing his affidavit Ex RW-1/A on record, placed information regarding financial situation of the company dated 8.3.2014 as Ex. RW-1/C, a notice dated 13.3.2014 seeking option for transfer Ex. RW-1/D, consent regarding transfer of employees-the extract of the register thereof as Ex. RW-1/E, demand notice of the employees mark RX-4 and demand notice dated 14.3.2014 Ex. RW-1/F on record.

20. It further transpires from the cross-examination of the said witness that the company was established in 1984-85. Per him the unit at Parwanoo does not exists as of now, it was closed in the year 2014. The company is operating from Baddi and Chandigarh. There were about 150-200 workers in the unit. He does not know whether any permission was sought from the Government for closing down the unit. He admits that a group of workers had raised a demand notice. As per him there is no ten years award scheme in the company. He denies that the scheme was closed in the year 2011 because of some financial problem. As per this witness dearness allowance was never given to the workmen as it was not applicable and payable in the company. He denies that no increase was ever offered to the workmen in their salary. In 2013-14, it was paid after about two months because of some financial constraints. He admits that no balance sheet was placed on record to show that the company was in losses in the year 2013-14. He feigns ignorance that units at Baddi, Jawaharpur, Derabassi and Samba had been granted the benefits of the increased wages.

21. This is but all the evidence led by the parties.

22. The demand notice Ex. PW-1/C had been raised by the workers on 27.9.2013 and only two of the demands therein *i.e.* demand No. 10 & 11 *vis-a-vis* ten years award and enhancement of dearness allowance has been referred to this Court for adjudication. It transpires from the testimony of RW-1 that the company had closed its operation in the Parwanoo unit somewhere in the year 2014. Mark RX-4, which relates to certain demands raised by the workmen on 14.3.2014 regarding the transfer of certain workers from Parwanoo to Baddi, whereby the workers had sought the facility of a bus service to the transferred employees, increase of wages. They also sought a former letter of transfer coupled with an assurance that as and when the Parwanoo unit is restarted, the transferred employees would be re-engaged at Parwanoo itself. The said demands were answered by the respondents *vide* Ex. RW-1/F on 27.3.2014. It is thus apparent that by March 2014 many workmen had been transferred to Baddi. The petitioners have not led any evidence to remotely show that the unit at Parwanoo is still functional.

23. Like-wise though the respondent claim that the demand notice raised by the workmen could not be accepted because of some financial constraints but strangely no evidence has been led to show so, though, in one of the memorandums of settlement, executed interse the parties on 15.5.2013, the respondent had agreed to even give an increment not less than Rs. 500/- on the actual wages placed on record vide mark RX, oblivious of the bad financial condition of the company. That too was entered in the year 2013. If the company was closed in 2014, the only benefits payable in respect of increased wages and salary will pertain to the year 2013-14. As per RW-1, the increased wages had been paid to the workmen but after May, 2013. The same is also clear from the demand no. 11 itself, so raised by the workers. Apparently, the demand of the workers was that the arrears of enhanced wages were payable from Jan. to April too. The demand no. 10 relating to ten year award, though has been denied to be in existence, more particularly after 2010-11 but no evidence is forthcoming as to what were the facilities which were being pronded, what was the rate of LTA and what were wages given for good attendance or good work. Seeing to the fact that the company is not in operation since 2014 at Parwanoo and the workers have all shifted to Baddi unit, they shall be governed by the Rules, practice and procedure being followed by the respondent in the said unit.

24. There is no evidence on record as to what all were the benefits which were enjoyed by the workers under the ten year award. There is not an iota of evidence placed on record. The respondents too, except a bald statement of RW-1 have not bothered to remotely show the financial distress it was in at the relevant time. The company had admittedly paid the enhanced wages after May, 2014 and it is also admitted by RW-1. The respondent company had otherwise itself agreed to enhance the pay of its workers by Rs. 500/- on the actual wages as is explicitly clear from Mark R-Y.

25. Seeing to the evidence discussed hereinabove, at best the workers would be entitled to the arrears of enhanced wages payable from Jan., 2013 till April, 2013. The issues thus are partly answered in favour of the petitioners and against the respondent.

Issues No. 3 & 4 :

26. Nothing has been urged nor anything has been brought to my notice as to how the petition is neither competent nor maintainable or the petitioners are estopped to file and maintain the present petition due to their own act, conduct, deed, acquiescence etc. The issues thus are decided against the respondents.

Relief :

For the foregoing reasons discussed hereinabove *supra*, the reference is partly allowed. The respondent is directed to pay the arrears of enhanced wages to the petitioners payable from Jan., 2013 till April, 2013 as was being paid *w.e.f.* May 2013, within a period of three months from today failing which the same shall carry interest @ 9% per annum**.** Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records**.**

Announced in the open Court today this 30th day of July, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-*Labour Court, Shimla.*

ब अदालत श्री सुभाष गौतम, उप–मण्डलाधिकारी (नागरिक) श्री नैना देवी जी स्थित स्वारघाट, जिला बिलासपुर, हिमाचल प्रदेश

पिन्की राम पुत्र श्री धनी राम, निवासी गांव समतैहन, डाकघर ग्वालथाई, ग्राम पंचायत तरसूह, तहसील श्री नैना देवी जी, जिला बिलासपुर, हिमाचल प्रदेश।

बनाम

1. आम जनता
2. प्रधान, ग्राम पंचायत तरसूह तहसील श्री नैना देवी जी, जिला बिलासपुर

विषय.––प्रार्थी के पुत्र का नाम व जन्म तिथि, ग्राम पंचायत तरसूह के जन्म पंजीकरण रजिस्टर में दर्ज करवाए जाने बारे कि अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत जन्म पंजीकरण करने बारे।

हर खास व आम जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी श्री पिन्की राम ने अधोहस्ताक्षरी के न्यायालय में एक आवेदन–पत्र प्रस्तुत किया है कि उसने अपने बेटे का नाम व जन्म तिथि ग्राम पंचायत तरसूह के जन्म पंजीकरण रजिस्टर में दर्ज नहीं करवाया है अब प्रार्थी अपने बेटे का नाम व जन्म तिथि ग्राम पंचायत तरसूह के जन्म पंजीकरण रजिस्टर में दर्ज करवाना चाहता है जो कि इस प्रकार से है :–

नाम	सम्बन्ध	जन्म तारीख
अभिषेक ठाकुर	पुत्र	13–10–2005

अतः ग्राम पंचायत तरसूह, तहसील श्री नैना देवी जी की जनता को बजरिया इश्तहार सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त जन्म पंजीकरण बारे कोई आपत्ति हो तो वह तारीख 30–07–2020 को या इससे पूर्व असालतन व वकालतन हाजिर अदालत आकर अपनी आपत्ति प्रस्तुत करे अन्यथा आवेदन–पत्र पर जन्म पंजीकरण आदेश पारित करके प्रधान, ग्राम पंचायत तरसूह, तहसील श्री नैना देवी जी को आगामी कार्यान्वयन हेतु भेज दिया जाएगा।

आज तारीख 30–06–2020 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी किया गया।

मोहर।

सुभाष गौतम्HAS),
उप–मण्डलाधिकारी (नागरिक),
श्री नैना देवी जी स्थित स्वारघाट, जिला बिलासपुर (हि0प्र0)।

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In the Court of Sh. Shivam Pratap Singh, IAS, Sub-Divisional Magistrate Chamba, District Chamba (H. P.)

Dheeraj Puri s/o Late Sh. Narinder Puri, resident of Mohalla Surara, Tehsil & District Chamba (H. P.), aged 31 years (Bridegroom/Husband).

and

Namita Thakur d/o Sh. Ved Vyas Thakur, resident of Mohalla Sultanpur, Chamba Town, Tehsil & District Chamba (H. P.), aged 25 years (Bride/wife) . . *Applicants*.

Versus

1. The General Public
2. The Registrar of Marriage, Himachal Pradesh, Shimla

Subject.— Registration of Marriage under Section 8(4) of the H.P. Registration of Marriages Act, 1996 (Act No. 21of 1997).

Whereas, the above named applicants have made an application before me under section 8(4) of H.P. Registration of Marriages Act, 1996 alongwith relevant records and affidavits stating therein that they have solemnized their marriage on 21-09-2018 at their place of residence with Hindu rites and customs but due to some un-avoidable circumstances it could not be entered in the records of Municipal Council Chamba, Distt. Chamba, H.P. well in time;

And whereas, they have also stated that they were not aware of the laws for the registration of marriage with the registrar of marriage and now, therefore, necessary order for the registration of their marriage be passed, so that their marriage could be registered by the concerned authority.

Now, therefore, objections are invited from the general public that if, anyone has may objection regarding the registration of marriage of above named applicants, they should appear before the undersigned in my court on or before 01-08-2020 at 2.00 P.M. either personally or through their authorised agent/pleader.

In the event of their failure to do so, orders shall be passed *ex-parte* for the registration of marriage without affording any further opportunity of being heard.

Issued under my hand and seal of the Court on this 26-06-2020.

Seal.

SHIVAM PRATAP SINGH, IAS,
Sub-Divisional Magistrate,
Chamba, District Chamba (H.P.).

In the Court of Sh. Shivam Pratap Singh, IAS, Sub-Divisional Magistrate Chamba, District Chamba (H. P.)

Mam Sehan s/o Sh. Noor Deen, Village Sarun, P.O. Palhuine, Tehsil & District Chamba (H. P.), aged21 years (Bridegroom/Husband).

and

Meer Bidi d/o Sh. Kalu, resident of Village Gadetar, P.O. Palhuine, Tehsil & District Chamba (H. P.) aged 25 years (Bride/wife) . . *Applicants*.

Versus

1. The General Public
2. The Registrar of Marriage, Himachal Pradesh, Shimla

Subject.— Registration of Marriage under Section 8(4) of the H.P. Registration of Marriages Act, 1996 (Act No. 21of 1997).

Whereas, the above named applicants have made an application before me under section 8(4) of H.P. Registration of Marriages Act, 1996 alongwith relevant records and affidavits stating therein that they have solemnized their marriage on 04-04-2017 at their place of residence with Hindu rites and customs but due to some un-avoidable circumstances it could not be entered in the records of Gram Panchayat Kailla, Development Block Chamba, Distt. Chamba, H.P. well in time;

And whereas, they have also stated that they were not aware of the laws for the registration of marriage with the registrar of marriage and now, therefore, necessary order for the registration of their marriage be passed, so that their marriage could be registered by the concerned authority.

Now, therefore, objections are invited from the general public that if, anyone has nay objection regarding the registration of marriage of above named applicants, they should appear before the undersigned in my court on or before 01-08-2020 at 2.00 P.M. either personally or through their authorised agent/pleader.

In the event of their failure to do so, orders shall be passed *ex-parte* for the registration of marriage without affording any further opportunity of being heard.

Issued under my hand and seal of the Court on this 26-06-2020.

Seal.

SHIVAM PRATAP SINGH, IAS,
Sub-Divisional Magistrate,
Chamba, District Chamba (H.P.).

In the Court of Sh. Shivam Pratap Singh, IAS, Sub-Divisional Magistrate Chamba, District Chamba (H. P.)

Hussain Ali s/o Sh. Rahmat Ali, resident of Village Saloon, P.O. Sahoo, Tehsil & District Chamba (H. P.), aged 38 years (Bridegroom/Husband).

and

Shakeena d/o Sh. Roshan Deen, resident of Village Bajwada, P.O. Hoshiarpur, Tehsil & District Chamba (H. P.), aged 24 years (Bride/wife) . . *Applicants*.

Versus

General Public

Subject.— Registration of Marriage under Section 8(4) of the H.P. Registration of Marriages Act, 1996 (Act No. 21of 1997).

Whereas, the above named applicants have made an application before me under section 8(4) of H.P. Registration of Marriages Act, 1996 alongwith relevant records and affidavits stating therein that they have solemnized their marriage on 12-02-2014 at their place of residence with Muslims rites and customs but due to some un-avoidable circumstances it could not be entered in the records of Gram Panchayat Sahoo, Development Block Chamba, Distt. Chamba, H.P. well in time;

And whereas, they have also stated that they were not aware of the laws for the registration of marriage with the registrar of marriage and now, therefore, necessary order for the registration of their marriage be passed, so that their marriage could be registered by the concerned authority.

Now, therefore, objections are invited from the general public that if, anyone has may objection regarding the registration of marriage of above named applicants, they should appear before the undersigned in my court on or before 01-08-2020 at 2.00 P.M. either personally or through their authorised agent/pleader.

In the event of their failure to do so, orders shall be passed *ex-parte* for the registration of marriage without affording any further opportunity of being heard.

Issued under my hand and seal of the Court on this 26-06-2020.

Seal.

SHIVAM PRATAP SINGH, IAS,
Sub-Divisional Magistrate,
Chamba, District Chamba (H.P.).

In the court of Sh. Shivam Pratap Singh, IAS, Sub-Divisional Magistrate Chamba, District Chamba (H. P.)

In the matter of :

1. Surjeet Singh s/o of Shri Gurdev Singh, r/o Mohalla Baloo, P.O. Sultanpur, Tehsil Dalhousie, District Chamba (H.P.), aged 30 years.

2. Sonika Thakur d/o Shri Jagdish Chand, r/o Village Rita, P.O. Mehla, Tehsil & District Chamba (H. P.) . . *Applicants.*

Versus

General Public

Subject.—Notice regarding registration of Marriage under section 15 of Special Marriage Act, 1954.

Whereas, the above named applicants have made an application before the undersigned under section 15 of the Special Marriage Act, 1954 (Central Act) as ammended by the marriage Laws (Amendment Act 01, 49 of 2001) alongwith affidavits and other relevant documents stating therein that they have solemnized their marriage on 08-09-2014 at their place of residences and they are living together as husband and wife since then. Hence their marriage may be registered under Special Marriage Act, 1954.

Now therefore, the general public is hereby informed through this notice that any person who has any objection regarding the registration of this marriage can file the objections personally or in writing before this court on or before 01-08-2020. After that no objections will be entertained and marriage will be registered accordingly.

Issued under my hand and seal of the Court on this 26-06-2020.

Seal.

SHIVAM PRATAP SINGH, IAS,
Sub-Divisional Magistrate,
Chamba, District Chamba (H.P.).

ब अदालत कार्यकारी दण्डाधिकारी, पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

श्रीमती रमन दीप कौर बली पुत्री श्री मनजीत सिंह बली, निवासी H. No. 59, W. No. 6, Near O.B.C. Bank Paunta, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) .. वादिया।

बनाम

आम जनता .. प्रतिवादी।

उनवान मुकद्दमा.––प्रार्थना–पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्रीमती रमन दीप कौर बली पुत्री श्री मनजीत सिंह बली, निवासी H. No. 59, W. No. 6, Near O.B.C. Bank Paunta, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) ने एक प्रार्थना–पत्र प्रस्तुत करके निवेदन किया है कि आवेदिका किन्हीं कारणों से स्वयं रमन दीप कौर बली की जन्म तिथि 19–09–1982 का इन्द्राज निर्धारित अवधि के अन्दर सम्बन्धित नगरपालिका परिषद् में दर्ज नहीं करवा पाई है। इस बारे आवेदिका द्वारा एक ब्यान हल्फी भी पेश किया गया है तथा इस सम्बन्ध में दो गवाहों के शपथ–पत्र भी आवेदिका ने अपने प्रार्थना–पत्र के साथ संलग्न किये हैं। आवेदिका ने नगरपालिका परिषद्, पांवटा साहिब में अपनी ऊपर वर्णित जन्म तिथि 19–09–1982 को दर्ज करने का अनुरोध किया है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को श्रीमती रमन दीप कौर बली की जन्म तिथि नगरपालिका परिषद्, पांवटा साहिब, तहसील पांवटा साहिब में दर्ज करने बारे कोई एतराज हो तो वह मिति 03–08–2020 को या इससे पूर्व हमारे न्यायालय में हाजिर होकर लिखित अथवा मौखिक एतराज पेश कर सकता है। उक्त निश्चित तिथि के बाद कोई भी एतराज मान्य नहीं

होगा और समझा जायेगा कि उक्त रमन दीप कौर की जन्म तिथि को सम्बन्धित नगरपालिका परिषद् में दर्ज करने बारे किसी को कोई एतराज नहीं है तथा नियमानुसार जन्म तिथि पंजीकरण के आदेश जारी कर दिये जायेंगे।

आज दिनांक 02–07–2020 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
पांवटा साहिब, जिला सिरमौर, हि0 प्र0।

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ब अदालत कार्यकारी दण्डाधिकारी, पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

श्रीमती सतविन्द्र कौर महल पत्नी श्री बलविन्द्र सिंह महल, निवासी H. No. 150, W. No. 4/13, बदरीपुर, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) .. वादिया।

बनाम

आम जनता .. प्रतिवादी।

उनवान मुकद्दमा.––प्रार्थना–पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्रीमती सतविन्द्र कौर महल पत्नी श्री बलविन्द्र सिंह महल, निवासी H. No. 150, W. No. 4/13, बदरीपुर, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) ने एक प्रार्थना–पत्र प्रस्तुत करके निवेदन किया है कि आवेदिका किन्हीं कारणों से अपने पुत्र जसमीत सिंह महल की मृत्यु तिथि 31–10–2009 का इन्द्राज निर्धारित अवधि के अन्दर सम्बन्धित नगरपालिका परिषद् में दर्ज नहीं करवा पाई है। इस बारे आवेदिका द्वारा एक ब्यान हल्फी भी पेश किया गया है तथा इस सम्बन्ध में दो गवाहों के शपथ–पत्र भी आवेदिका ने अपने प्रार्थना–पत्र के साथ संलग्न किये हैं। आवेदिका ने नगरपालिका परिषद् पांवटा साहिब में अपने ऊपर वर्णित पुत्र की मृत्यु तिथि 31–10–2009 को दर्ज करने का अनुरोध किया है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को जसमीत सिंह महल की मृत्यु तिथि नगरपालिका परिषद् पांवटा साहिब, तहसील पांवटा साहिब में दर्ज करने बारे कोई एतराज हो तो वह मिति 02–08–2020 को या इससे पूर्व हमारे न्यायालय में हाजिर होकर लिखित अथवा मौखिक एतराज पेश कर सकता है। उक्त निश्चित तिथि के बाद कोई भी एतराज मान्य नहीं होगा और समझा जायेगा कि उक्त जसमीत सिंह महल की मृत्यु तिथि को सम्बन्धित नगरपालिका परिषद् में दर्ज करने बारे किसी को कोई एतराज नहीं है तथा नियमानुसार मृत्यु तिथि पंजीकरण के आदेश जारी कर दिये जायेंगे।

आज दिनांक 02–07–2020 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर। हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
पांवटा साहिब, जिला सिरमौर (हि0 प्र0)।

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला–5 द्वारा मुद्रित तथा प्रकाशित
इलेक्ट्रॉनिक हस्ताक्षरित राजपत्र, वैबसाइट http://rajpatrahimachal.nic.in पर उपलब्ध है एवम् ऑनलाइन सत्यापित किया जा सकता है